

**Dennis L. Smith
P.O. Box 311
Selbyville, Delaware 19975**

November 2, 2007

Mr. Peter T. Dalleo
Office of the Clerk
United States District Court
844 N. King Street, Lockbox 18
Wilmington, Delaware 19801 - 3570



Re: **Civil Case No. 07 – 525 – JJF**, ---- My (Mr. Dennis L. Smith) " Notice of Motion for Stay Concerning Judge Joseph J. Farnan Jr's September 11, 2007 Memorandum order ", just filed on October 9, 2007. --- Therefore, see **SECOND** Correction of page TWO (2) **ONLY**, enclosed attached to this letter.

Dear Incumbent Clerk, Mr. Peter T. Dalleo:

Another, Oversight Issue - Please Take legal Notice; please find enclosed, corrected Page TWO (2) a second time of this same mentioned above " Notice of Motion for Stay filed on October 9, 2007.

In this Referenced above " Motion for STAY ", on page **two (2)**, under " TWISTING THE TRUTH ", in this paragraph, I corrected the following a second time, and I quote, " Plaintiff and P. Meyers **entered** into an **Agreement on July 12, 2006** regarding the **sale** **OF** **real** property,... (D. I. 2, Statement of Facts # 1, **ex. HH.**) " ---- Again, **not true**, but **Obligations** only as stated.

See attached and corrected page two (2) as indicated in this paragraph.

PLEASE TAKE LEGAL NOTIC BELOW:

Concerning, **signed and/or initialed and recorded; deeds, leases and agreements**, involving **Ms. Patricia A. Meyers**, as indicated in my (Mr. Dennis L. Smith) filed August 30, 2007, Ex Parte Temporary Restraining Order, therein see the true sequence of these **recorded documents**, as sequentially indicated under " **Statement of facts** ", which are before this mentioned above **July 12, 2006 mutual agreement**. Therefore, this " **true** sequence of these **recorded documents**," are in the **same sequence** **as** indicated in the following **sequence** with **summary understanding** below:

Continue on page two (2)

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Under Statement of facts # 1

1. * **January 31, 2002** lease to Mr. Steven S. Krebs by Ms. Patricia A. Meyers.
* (*Note: This Lease, Not recorded and legal issues concerning page # 2 and # 3 which* **Ms. Patricia A. Meyers confirmed that she never seen, as the past recorded records will show. Ms. Meyers confirmed LEASE ONLY, NO EXTENSION and wanted Mr. Steven S. Krebs off of her 2.5 acres parcel B, as a long history of past recorded records will show in **State Court** civil case No. **1120 – S, Federal Court, Federal appeals Court(s)** and the **United States Supreme Court.****

Ms. Patricia A. Meyers and I, (Mr. Dennis L. Smith) With Proof and the Truth of clear Evidence of a CONSPIRACY involving Mr. Steven S. Krebs' Attorney Mr. John E. Tarburton and State's Chancellor, William B. Chandler III, but while this civil case 1120 – S remain in the **United States Supreme Court**, Ms. Patricia A. Meyers unexpectedly stopped this **CONSPIRACY CASE / COVER – UP.**

2. * **May 30, 2003** Bay Twenty, L.L.C, (" **Non – party** " **Mr. Joe M. Farr's**) lease, by Ms. Patricia A. Meyers. – (**LEASE ONLY**) – Ms. Patricia A. Meyers and I, Mr. Dennis L. Smith both together a Court of Chancery concerning civil case No. 69 –S, found a fraudulent plot drawing, which was illegally recorded into government records, as a long past history will show with recorded documents. **Ms. Patricia A. Meyers** and I, Mr. Dennis L. Smith **won** this case together as civil case No.69 –S, only after a long hard legal battle as the records will show/prove.
3. * **July 9, 2003** property deed to Ms. Patricia A. Meyers' **sister – in – law Ms. Carol Evans** and **sister – in – law's son, sold** by Ms. Patricia A. Meyers.

Under Statement of facts # 2

4. * **October 27, 2003** Power of Attorney recorded in Book 0076 Page 041, **to ONLY** Mr. Dennis L. Smith a " **close friend of the family** " and **NOT ANYONE ELSE**, by Ms. Patricia A. Meyers.
5. * **January 5, 2004** " Sale of Complete inherited Rights And Authorities To Real Estate Property " recorded in Book 02931 Page 144, to Mr. Dennis L. Smith, **sold** by Ms. Patricia A. Meyers.
6. * **April 7, 2005** property deed to Mr. Dennis L. Smith **14.84 acres parcel A** recorded in Book 03125 Page 143, **sold** by Ms. Patricia A. Meyers.

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7. *** April 12, 2005, -- This mentioned above January 5, 2004, mutual agreement, COMPLETED** on April 12, 2005 concerning the **CONCLUSION**, of " Sale of Complete inherited Rights And Authorities To Real Estate Property" recorded in Book 03127 Page 201, by Ms. Patricia A. Meyers and Mr. Dennis L. Smith. Therefore, all above past agreements are completed as mutually Agreed between Ms. Patricia A. Meyers and Mr. Dennis L. Smith.
8. *** July 12, 2006 NEW mutual agreement for a close friend, Ms. Patricia A. Meyers.** Ms. Patricia A. Meyers, **remain wanting** Mr. Steven S. Krebs to vacate/move off of her 2.5 acres **parcel B**, based on legal issues as recorded records will show. Therefore, based on **legal safety issues** as indicated in this new mutual agreement, which protects Ms. Patricia A. Meyers and myself (Mr. Dennis L. Smith), therefore, I agreed in writing to **Obligate myself**, to do the following: Keep the Power of Attorney, which allows me (Mr. Dennis L. Smith) to have full control over Ms. Patricia A. Meyers' 2.5 acres parcel B, and continue with civil case No. 1120 -S, CONSPIRACY issues, so that some time after this property is completely legally cleared of Mr. Steven S. Krebs' lease and vacated, then I, (Mr. Dennis L. Smith) will place a type of house or a type of house trailer on Ms. Patricia A. Meyers' parcel B.

Therefore, at the point and time, when this type of home becomes completed, and ready to be lived in, then my July 12, 2006 Obligations will be completed, and therefore at that time Ms. Patricia A. Meyers has the right to revoke (" Revocation ") her Power of Attorney. – **Clearly, this is an agreement of legal safety issues and Obligations only.** My Obligations are on the Federal foundation Code **42 U.S.C.A. § 1981(b).**

NOW COMPARE, THIS THUTH JUST MENTIONED ABOVE, TO THIS FALSEHOOD BELOW

In Judge Joseph J. Farnan Jr's September 11, 2007 Memorandum order, under " III. Background ", see Judge Farnan Jr's deceitful sequence of recorded records/documents and his twisting the truth into a LIE, concerning the July 12, 2006 mutual agreement as follows below:

1. **" * January 31, 2002 lease to Mr. Steven S. Krebs... ." --- INDICATED.**

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2. " * **May 30, 2003** Bay Twenty, L.L.C, (" **Non – party "** Mr. Joe M. Farr's) lease,... ." -- **INDICATED.**
3. " * **July 9, 2003** property deed to Ms. Patricia A. Meyers' **sister – in – law... ." – INDICATED.**
4. " * **October 27, 2003** Power of Attorney recorded in Book 0076 Page 041,... ." – **INDICATED.**
- **NOT INDICATED**/Cover – Up document, why No. # 5 ?
- **NOT INDICATED**/Cover – Up document, why No. # 6 ?
- **NOT INDICATED**/Cover – Up document, why No. # 7 ?
8. " * **July 12, 2006 NEW mutual agreement... ."**, is concerning **legal safety issues and Obligations only**, -- **INDICATED, BUT** Judge Joseph J. Farnan Jr., in his September 11, 2007 Memorandum order, TWISTED THE TRUTH into a LIE by stating under " III Background " page # 3, second paragraph and I quote, " Plaintiff and P. Meyers **entered** into an **Agreement on July 12, 2006** regarding the **sale OF real** property,... ." This twisted statement is a LIE.

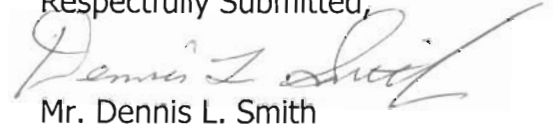
Judge Joseph J. Farnan Jr's mentioned above deceitful sequence issue and his twisting the truth into a LIE, clearly helps Mr. Steven S. Krebs' January 31, 2002 lease, questionable page # 3, under SECTION 9 – RIGHT OF FIRST REFUSAL/ OFFER OF SALE AT LEASE END. This act of Judge Joseph J. Farnan Jr's is **ACTIONABLE NEGLIGENCE AND/OR CONSPIRACY !!!**

Note: To all involve and/or concerning this legal mess, I hope that no type of conspiracy is taking place to frame – up me (Mr. Dennis L. Smith) a Black Male against Ms. Patricia A. Meyers a White Female **or** I hope that no type of conspiracy is taking place to frame – up Ms. Patricia A. Meyers a White Female against me (Mr. Dennis L. Smith) a Black Male. Any type of conspiracy would help cover – up for Mr. Steven S. Krebs and/or Mr. Steven S. Krebs' Attorney John E. Tarburton, State's Chancellor, Williams B. Chandler III and now Judge Joseph J. Farnan Jr.

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After the history of conspiracy issues, I (Mr. Dennis L. Smith) have every right to feel as I just stated in this mentioned above paragraph.

Respectfully Submitted,



Mr. Dennis L. Smith

Cc: Incumbent Clerk, **Ms. Marcia M. Waldron** of the Third Judicial circuit of the United States.

Ms. Patricia A. Meyers, and her son, Mr. Mack L. Davis Jr., and all of her sibling(s)

Mr. Steven S. Krebs and his Mother Ms. Barbara Krebs

For Verification purpose(s) only; John Brady

Enclosed: Corrected Page **two (2)**, of " Notice of Motion for Stay filed on October 9, 2007.

**In The United States District Court
For The District of Delaware**

Mr. Dennis L. Smith Sr.

Petitioner,

VS.

Ms. Patricia A. Meyers, and her son
Mr. Mack L. Davis Jr., and all of her
sibling(s),
Mr. Steven S. Krebs, and his mother
Ms. Barbara Krebs and any other
person(s) who Attempt, to "ILLEGALLY
- "OBSTRUCT - Power of Attorney
Document Book / No. 00776 page;
041 Legal Dated 10-27-03 of the
Sussex County Delaware Office of the
{Incumbent} recorder of Deed(s) }


Respondent(s).

Re; Equal - Right(s);
In ref: Vindication of civil Right(s)
Here – under; 42 U.S.C.A § 1988.
This is not a lawsuit. The sole purpose
of this is to simply constitutionally
enforce 42 U.S.C.A. § 1981(b). under
the Law.

AFFIDAVIT OF DENNIS L. SMITH

STATES OF DELAWARE :
 : SS.
NEW CASTLE COUNTY :

The, preceding - indelible truthful – statement(s) in the **Letter of page 2 November 2, 2007**, are true to the best of my knowledge and belief(s); of; Dennis L. Smith and are in full vehement compliance / Compliance(s) Here-with / Here – under; **28 U.S.C.A. § 1746**, and **18 U.S.C.A. § 1621**.


Dennis L. Smith

November 5, 2007
Date

CERTIFICATE OF SERVICE

I hereby certify that two true copies of this **Letter of page 2** dated **November 2, 2007**, have been certified mailed or hand delivered on this 5 day of ~~October~~ *November* 2007, to Respondent(s) at the following addresses:

Mr. Peter T. Dalleo
Office of the Clerk
United States District Court
844 N. King Street, Lockbox 18
Wilmington, Delaware 19801 – 3570
Certified Mail No. 7007 0710 0000 2888 9146

Ms. Patricia A. Meyers, and her Son,
Mr. Mack L. Davis Jr., and
all of her sibling(s)
RR 4 Box 103A
Frankford, Delaware 19945
Certified Mail No. 7007 0710 0000 2888 9139

Mr. Steven S. Krebs and
his Mother Ms. Barbara Krebs
P.O. Box 796
Selbyville, Delaware 19975
Certified Mail No. 7007 0710 0000 2888 9160

For Verification purpose(s) only;
John Brady
Recorder of Deeds
2 The Circle
P. O. Box 827
Georgetown, Delaware 19947
Certified Mail No. 7007 0710 0000 2888 9153

All mentioned above, certified mailed or hand Delivered by Dennis L. Smith.


Dennis L. Smith

This Motion for, "Stay" shall be **constitutionally** "GRANTED" for the following reasons:

{A}. Fraud on Court;

These totally unconstitutional, due process – less, again and again devious continuing, still – continuing , - Illicit race baited – bait, proscribed – instance(s); of prohibited unlawful "**Racial – Injustice**", done **by de facto Judge Joseph J Farnan Jr.**, must end, under the Law and as a matter of Law. Also, these total – **Race baited game(s)** will certainly provide for any, if necessary Victorious Appeal(s), concerning de facto Judge Farnan Jr's despotic – malfeasance tortuous wrongful act(s) **ABUSE** of his **HIGH AUTHORITY**, could provide for future **42 U.S.C.A § 1988. Justice must not be Obstructed, by ANYONE** and/or **ANY PERSON, as matter of Law.**

{B}. In the lawful interest of "Justice,."

---- TWISTING THE TRUTH ----

{C}. Gravamen Two (2), this total nonsense of this notorious – obloquy Federally owned and operated Court of Law Re; **TWISTING THE TRUTH**. Therefore, Judge Joseph J. Farnan Jr., intentionally, unequivocally, **clearly LIED** about my (Mr. Dennis L. Smith) **mutual July 12, 2006, agreement** in his MEMORANDUM ORDER dated September 11, 2007, when he stated under **" III background "** on page three # 3, second paragraph, and I quote, **" Plaintiff and P. Meyers entered into an agreement on July 12, 2006 regarding the SALE of REAL property,... (D. I. 2, Statement of Facts # 1, ex. HH.) "** This **Slandorous LIE** can not be found in this mutual July 12, 2006 agreement. There are **more twisted issues** in this MEMORANDUM ORDER, therefore this **Slandorous LIE** is **unjust, unfair** and a **shame** in this **High Court**. Attached is page # 3 as ----- **Exhibit A**

VS.

Now, see mutual July 12, 2006 agreement, attached as ----- Exhibit B

The Truth - My (Mr. Dennis L. Smith) **mutual July 12, 2006, agreement** is

to **COMPLETE** my **Agreed Obligations to** and **for** Ms. Patricia A. Meyers

only, as FOLLOWS:

Again, Ms. Patricia A. Meyers illegally violated Federal Code **42 U.S.C.A §**

1981(b). by **REVOKING** my (Mr. Dennis L. Smith) mutual Power of Attorney

dated October 27, 2003, recorded in Book 00776 page 041, which is **a part of**